The Solicitors' Journal.

LONDON, SEPTEMBER 2, 1882.

CURRENT TOPICS.

A NOTICE has been issued that applications for special leave to move before the Vacation Judge in urgent Chancery cases may be made to the Vacation Registrar.

THE LIST for hearing before Mr. Justice DAY, sitting as Vacation Judge, at Lincoln's-inn on Wednesday, the 30th ult., comprised twenty-five new motions and fourteen petitions. His lordship sat till after six o'clock and disposed of his list, which contained fifty-five matters in all, besides a number of *ex parte* applications.

OUR CONTEMPORARY, *Land*, last week called attention to a serious provision in the Metropolis Management and Building Acts (Amendment) Act, 1882 (45 Vict. c. 14). On default of obedience by the owner or occupier to a justice's order for repair of a neglected structure, power is given to the Board of Works to carry out the order. Section 18 then enacts, in substance, that if expenses so incurred by the Board, or incurred under the Metropolitan Building Acts with respect to dangerous structures, are not paid or recovered, a justice's order may be obtained on notice, preventing building upon the site, or letting for occupation the neglected structure if repaired, until the Board has been repaid. The Board is to keep a register, open for inspection, of all such orders; and any order not registered within ten days is to cease to be of effect.

THE CURIOUS DIFFICULTY that arose in *Reg.* v. *Dyott* (L. R. 9 Q. B. D. 47), as to the publication of notice of a poor rate in a parish containing no church or chapel has been the subject of legislation. An Act of the past session (c. 20) provides that in a parish where there is no church or chapel of the parish the rate shall be deemed sufficiently published if, within fourteen days, notice thereof has been given by affixing such notice in some public and conspicuous place or situation in the parish. It will be observed that the situation must be not only conspicuous but public. The enactment is retrospective.

A QUESTION HAS, we observe, been raised as to the liability to local rates of the South London Free Library. The Act, 6 & 7 Vict. c. 36, exempts from local rates buildings belonging to and occupied by scientific and literary societies supported wholly or in part by voluntary contributions, and not dividing money among the members. Societies to have the benefit of the Act require to have their rules certified by the Registrar of Friendly Societies. We are ignorant of the constitution of this particular library; but the whole question of the rating of institutions of public utility and of a public character urgently requires to be dealt with by the Legislature.

WHEN THE NEW CONVEYANCING ACT first made its appearance as a draft Bill, we called the attention of our readers to the section designed to amend section 65 of the former Act, relating to the enlargement of long terms. It has been repeatedly pointed out that, if a termor possessed of a long term at a substantial rent should create, or should formerly have created, a sub-term at a peppercorn rent, the language of the last-mentioned section seems to enable the sub-termor to enlarge the sub-term into a fee simple, although the term out of which it was derived could not be so enlarged. Section 11 of the new Act prevents the enlargement of "any term created by sub-demise out of a superior term, itself incapable of being enlarged into a fee simple." The language of the section seems to aim at a studied ambiguity; not allowing us to understand whether it affects to be merely declaratory of the true meaning of the former enactment, or whether it "confesses and avoids" a previous mistake. And it contains no saving of the rights, if any, of any person who, before the passing of the new Act, may have attempted, in reliance upon the language of the old one, to enlarge such a sub-term as above described. A very pretty question will arise if the title to such a hypothetical fee simple should ever be litigated.

THE NEW MARRIED WOMEN'S PROPERTY ACT provides that "every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to, and to bind her, separate property, unless the contrary be shown." It will be a question, having regard to the immense alteration effected by the Act in the position of married women, in what way the ordinary presumption of a wife's authority to pledge the husband's credit for household necessaries will be affected by this clause. It is true that this authority was narrowly defined by the House of Lords in *Debenham* v. *Mellon*; and it is true also that the courts have for years past adopted the rule of regarding a married woman's general engagements as binding her separate estate. Perhaps the result of the present Act, in process of time, will be to establish an implied authority for the husband to bind the wife's estate by his contracts for domestic necessaries. The parties each having universally an independent property and *status* with relation to property might reasonably, for the protection of their tradesmen, be regarded as partners for the purpose of housekeeping.

AMONG a batch of Acts which received the Royal assent on the last day of the session was the Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61). This is the first piece of codification that has found its way into the Statute Book. The Partnership Bill, which deserved a better fate, was shipwrecked in Committee of the House of Commons. The Criminal Code Bill, though referred to in the Queen's Speech, never emerged from its pigeonhole in the Home Office. As the first successful attempt at codification, the Bills of Exchange Act marks a new departure in English legislation. The measure, therefore, must be regarded as an experimental one, and its operation should be carefully watched and criticised. If it works well, and proves useful to the mercantile (and not too useful to the legal) community, the precedent set by it will, doubtless, soon be followed, and other branches of the law will, in their turn, be codified.

The history of the Act appears to be as follows:—The Bills of Exchange Bill, 1881, was drafted last year at the instance of the Institute of Bankers. The intention of the Bill was to reproduce, as exactly as possible, the existing law on the subject in a codified form, leaving to a later stage any amendments that might seem desirable and feasible. In a memorandum on the Bill, published last year in the *Journal* of the Institute, it is stated that "the object of the Bill is to consolidate into a single enactment the statutory and case law relating to bills of exchange, promissory notes, and cheques. The Bill represents the effect of eighteen statutes or parts of statutes, and of about 2,400 decided cases. For the most part the law relating to these instruments is well settled. In so far as that is the case, the object of the Bill is merely to reproduce the existing law in a codified form. On a few points, however, the law is doubtful. In dealing with them

the Bill is, of necessity, declaratory." On this footing the Bill was introduced into the House of Commons by Sir John Lubbock, the president of the Institute of Bankers, in July, 1881, and, after having been read a second time, was not further proceeded with that session. During the recess the Bill was reprinted and circulated by the Institute, and criticisms on it invited from various quarters. This year the Bill was again introduced without alteration, and then referred to a strong Select Committee of nineteen members. The Solicitor-General was the chairman, and the committee included, among others, Sir J. Lubbock, Mr. C. T. Baring, Mr. Whitley, Mr. Lewis Fry, Mr. Cohen, Q.C., Mr. R. T. Reid, Mr. Gibson, Mr. Asher (the Solicitor-General for Scotland), and Mr. R. B. Martin. The Bill as originally drafted and introduced applied only to England and Ireland, but the Committee were empowered, if they thought fit, to extend it to Scotland. After taking the evidence of Mr. Dove-Wilson, a Scotch commercial lawyer of eminence, the Committee decided that the Bill should apply to Scotland. It was found that, with one exception, English and Scotch law differed only in minor points of detail; and it seemed undesirable that in the case of an instrument so ambulatory as a bill of exchange the rights of the parties to it should vary according as it was made on the right or the left bank of the Tweed. A slight difficulty was caused by the fact that some of the terms used in the Bill had a different technical meaning in Scotch law from that which they had in English law. For instance, it was found that the expression to "charge a party to a bill" had a peculiar technical meaning in Scotland; so the term "render liable" had to be substituted for "charge" throughout the Bill. The Solicitor-General for Scotland undertook the necessary amendments and savings to adapt the Bill to Scotland. The Select Committee met ten times before they reported the Bill as amended by them. The report shows that the Committee never divided; so any amendments they introduced must been agreed to unanimously. Five or six clauses in the Bill were cut out as belonging rather to general law than strictly to the law of bills of exchange. The amendments introduced by the Committee are none of them of a sweeping character. Their object appears to be either to mitigate the rigour of rules laid down by judicial decision, or to bring the law back into accordance with mercantile usage where it had diverged therefrom. The House seems to have accepted the Bill on the authority of the Select Committee, and it was passed through Committee and read a third time without discussion.

The Bill was introduced into the House of Lords by Lord Bramwell, and again referred to a Select Committee. Lord Bramwell presided over the Committee, which consisted of the law Lords, with the addition of Lords Wolverton and Balfour of Burleigh. Lord Fitzgerald took charge of the measure in its later stages. The Lords Committee made several slight amendments in the Bill, but the only one of importance was the introduction of clause 74. This clause was introduced by Lord Bramwell to mitigate the rigour of the rule established by a series of decisions, that if the holder of a cheque does not present it at once, and the bank on which it is drawn fails, the drawer is absolutely discharged, even though he may eventually get a dividend of nineteen shillings in the pound.

We believe that it is to the support and judicious conduct of the Bill by the Solicitor-General, and to the confidence accorded by the House of Commons to a measure vouched for by him, that the successful passing of the Act is mainly due.

The *Gazette* of August 29 contains an order ratifying a scheme of the Ecclesiastical Commissioners under the Bishoprics Act, 1878, with reference to the new see of Newcastle. The scheme transfers to the Bishop of Newcastle the jurisdiction and patronage of the Bishop of Durham within the diocese of Newcastle; and establishes twenty-four honorary canonries in the cathedral church of St. Nicholas at Newcastle.

The New Law Courts.—A correspondent writes:—"It is hoped on all sides that her Majesty the Queen may be able to throw open this splendid pile of buildings by some public ceremonial, on her return from the autumn recess at Balmoral, at the close of November, or early in December next. The breaking up of the old courts in Westminster Hall, and their permanent enthronement at Temple Bar, cannot now occur before January next. It is expected that many members of the legal profession will migrate from Westminster to the City, the Temple, Lincoln's-inn, &c., and that West-end office rents must necessarily decrease in proportion. Many notices to quit have been given already."—*Times*.

THE GOVERNMENT AND THE SUEZ CANAL COMPANY.

It is natural enough that Sir Garnet Wolseley's occupation of the Suez Canal should provoke a good deal of ill-humour in France, which the proposed banquet to M. de Lesseps is only too likely to aggravate. Already some of that gentleman's admirers are calculating the bill to be brought against this country, and remarking that under the constitution of the company the question will have to be settled by the Court of Appeal in Paris. Even a serious writer, like M. Beaulieu, argues that, in addition to the transit dues for the passage through the Canal, we shall have to indemnify the company for the indirect loss caused by the Canal being made the basis of military operations. The enormous tonnage of the ironclads, and the tariff of ten francs for each man, raise the transit dues to a sum at present estimated by M. Beaulieu at about £80,000, which will, of course, be greatly increased if the ships and men return by the same way. The indirect loss cannot yet be calculated; but it is possible that the risk, and still more the rise in insurance rates, may divert a considerable amount of traffic into the old route by the Cape, and produce a corresponding effect in the company's balance-sheet. It is obvious that this double claim is, in some degree, self-contradictory; and that if the company do such a good stroke of business through the passage of the English ships, they will have the less reason to repine at the diminution of their other customers. With regard to the payment of the transit dues we apprehend the British Government is not likely to raise any difficulty. When Lord Beaconsfield's Ministry moved 12,000 Indian troops through the canal, they paid for each vessel and for each man the toll fixed by the company's tariff. Every consideration of justice and of policy would lead Mr. Gladstone to follow this example; and it is probable that the principle of payment of the transit dues has already been conceded. On whom and in what proportions the cost of the war is ultimately to fall, forms, of course, a question to be hereafter discussed. But the suggestion that this country is liable for indirect damages to the Canal Company raises a very different issue, and is hardly likely to meet with much favour. The allegation that England, and not Arabi Pasha, is responsible for any losses which the company may incur rests not only on the assumption that the rebels would have respected the Canal had not Sir Garnet Wolseley made Ismailia the base of his operations, but on the further assumption that insurance companies would have felt so easy about the matter that they would have made no alteration in their rates. But even if we grant that the action of the British General has indirectly caused a pecuniary loss to the company, we apprehend that on no principle of international law is this country liable for the payment of such indirect damages.

The question of jurisdiction may be at once dismissed. In fact the notion that the case could come before the court at Paris rests on a misapprehension, as appears on reference to the 16th article of the Convention between the Viceroy and the Canal Company, dated the 22nd of February, 1866. It runs as follows:—"La Compagnie Universelle du Canal Maritime de Suez étant Egyptienne, elle est régie par les lois et usages du pays; toutefois, en ce qui regarde sa constitution comme société et les rapports des associés entre eux, elle est, par une Convention spéciale, réglée par les lois qui, en France, régissent les sociétés anonymes. Il est convenu que toutes les contestations de ce chef seront jugées en France par des arbitres avec appel, comme surarbitre, à la Cour Impériale de Paris. Des différends en Egypte entre la Compagnie et les particuliers, à quelque nationalité qu'ils appartiennent, seront jugées par les Tribunaux locaux suivant les formes consacrées par les lois et usages du pays et les Traités. Les contestations qui viendraient à surgir entre le Gouvernement Egyptien et la Compagnie séront également soumises aux Tribunaux locaux et résolues suivant les lois du pays."

It is clear from this that the only questions which would ultimately come before the court at Paris are internal and what we may call shareholders' questions. Now, the alleged liability of this country to pay indirect damages does not fall within this category. Whatever may have been the motives which induced the British Government to send their army to Ismailia, assuredly they were not acting in their capacity of shareholders in the Suez

Canal Company. The expedition does not affect either the constitution of the company or the rights of its members as between themselves. Nor, again, could the local tribunals take any effective cognizance of a question of this kind. If the point is ever to be seriously raised, it must be raised, as M. Beaulieu urges, by the French Government, and must be settled between the foreign offices of the two countries.

M. Beaulieu refers to the Alabama arbitration to prove that England is liable to pay indirect damages for the violation of the Suez Canal. It is, however, in our opinion, easy to show that the two cases are different. We went into the Alabama arbitration admitting certain principles according to which it was decided that we had sinned against international law, and it was as offenders against international law that we incurred the heavy penalty of several millions. Now, in the case of the Suez Canal, our conduct has been in full accordance with international law. When war is going on in any country, it is not disputed that a belligerent has the right of seizing for military uses a neutral's property which is passing through that country. This is called the right of angary. Thus, during 1870, the Germans in Alsace seized, for military purposes, upwards of six hundred railway carriages belonging to the Central Swiss Railway. *A fortiori*, a belligerent has the right of occupying immovable property belonging to a neutral, such as a railway line or a canal. It would be possible, indeed, to quote against us Lord Derby's despatch of the 16th of May, 1877, during the war between Russia and Turkey, in which he wrote:—"Her Majesty's Government will expect that the Porte and the Khedive will, on their side, abstain from impeding the navigation of the Canal, or adopting any measures likely to injure the Canal or its approaches, and they are firmly determined not to permit the Canal to be made the scene of any combat or other warlike operations." But it will be observed that Lord Derby does not rest this decision of the British Government on any principle of international law, and its only justification is the right of every country to defend its own interests. In just the same manner any foreign nation might have made our occupation of the Canal a *casus belli*, not as an offence against international law, but as an act injurious to its interests. A more plausible objection would be that, as Mr. Gladstone has said, we are not at war in Egypt, and therefore not entitled to the privileges of a belligerent. It might be replied that our army is acting in the name and under the authority of the Khedive, and that by article 9 of the Convention of 1866 the preservation of public order on the Canal was expressly reserved to him.

"Le Canal Maritime et toutes ses dépendances restent soumis à la police Egyptienne, qui s'exercera librement comme sur tout autre point du territoire, de façon à assurer le bon ordre, la sécurité publique, et l'exécution des lois et réglements du pays.

"Le Gouvernement Egyptien jouira de la servitude de passage à travers le Canal Maritime sur les points qu'il jugera nécessaires, tant pour ses propres communications que pour la libre circulation du commerce et du public, sans que la compagnie puisse percevoir aucun droit de péage ou autre redevance sous quelque prétexte que ce soit."

But we may frankly admit that such an event as the occupation of the Canal by British soldiers, even in the Khedive's name, was not contemplated by this article. Nor is this of any importance. Without this article the Khedive would, we conceive, have retained the right of preserving public order on a canal which lies entirely within his territory, whoever its proprietors might be. However, though not technically at war, but only engaged in suppressing an insurrection, our right to seize the Canal for military uses is determined by the same principles as when a regular war exists. Whenever a rebellion attains the proportions of a civil war, there is an interval of time before the insurgent forces are recognized as belligerents. Any premature recognition of them in this character by a foreign Power would be regarded as an unfriendly act by the legitimate Government; and it may well happen that a struggle of considerable proportions may be concluded without any such recognition ever taking place. But during the whole interval prior to recognition the legitimate Government has exactly the same right as in a state of war, of seizing a neutral's property in the country for military purposes. And the right of the Government is no less the right of an allied force acting in the Government's name. It would, indeed, seem paradoxical to allow to an invader rights over a neutral's property in the enemy's country which were denied to a Government putting down a rebellion in its own country. In either case, the neutral Power is entitled to demand compensation for its subjects in respect of the direct damage inflicted on them, but has no ground of complaint as for a violation of international law. It may be remembered that during the late war some excitement was caused in this country by the Germans sinking certain English vessels in the Seine at Duclair, in order to bar the passage of French gunboats. In reply to the representations of the English Government Count Bismarck claimed that "the measure in question, however exceptional in its nature, did not overstep the bounds of international warlike usage. The report shows that a pressing danger was at hand, and every other means of meeting it was wanting; the case was therefore one of necessity, which, even in time of peace, may render the employment or destruction of foreign property admissible under the reservation of indemnification." Compensation was made for the vessels and their cargoes; but the English Government did not question the principle which Count Bismarck then laid down, and which amply justifies our recent occupation of the Suez Canal.

LIABILITY OF TRUSTEE IN BANKRUPTCY IN RESPECT OF LEASEHOLDS.

To those who imagine that the office of trustee in bankruptcy or liquidation is one with little risk and great profit, the recent decision of the Court of Appeal in *Titterton* v. *Cooper* (30 W. R. 866) may afford some instruction. The case is of the utmost practical importance to the profession and requires very careful consideration. The facts were that the plaintiff, the owner of a wharf, leased it to one Morrison, the lease containing covenants to pay rent and to repair the premises. In December, 1880, the lessee filed a petition for liquidation, and, in January following, resolutions for liquidation and appointing the defendant trustee were duly passed. Upon the appointment of the defendant as trustee the plaintiff served him with notice, under section 24 of the Bankruptcy Act, 1869, requiring him to decide whether he would disclaim the lease or not. The defendant did not disclaim, but, though never entering into actual possession of the premises, he commenced negotiations for the assignment of the lease, which negotiations, however, fell through. The plaintiff sued the defendant to recover damages for non-repair and for rent accrued due prior, and also subsequently, to the defendant's appointment as trustee. The case was tried before Huddleston, B., without a jury, and he gave judgment for the plaintiff on all points, following the judgment of Stephen, J., in *Wilson* v. *Wallani* (28 W. R. 597, L. R. 5 Ex. D. 155). This decision was upheld by the Court of Appeal except as to the rent accrued due prior to the defendant being appointed trustee. A number of cases were cited on behalf of the defendant as to the law upon the point under the Act of 1849, and reliance was also placed upon the cases of *Ex parte Davis, In re Sneezum* (25 W. R. 49, L. R. 3 Ch. D. 463), and *Ex parte Dresser, In re Solomon* (27 W. R. 144, L. R. 9 Ch. D. 252). Lord Coleridge, in delivering judgment, made no reference to these cases, but Brett and Cotton, L.JJ., both did so, explaining the distinction between them and the case before the court. We extract these portions of their judgments at length, as they appear to us to be the most important part of the case. After stating that the case rested entirely upon the true construction of section 17 of the Bankruptcy Act, 1869, Brett, L.J., said:—"It was said we were prevented from giving to section 17 the interpretation which I have now said to be the right view, because of certain decided cases which are said to be binding on us. As to the case of *Ex parte Davis, In re Sneezum*, it seems to me that it does not govern this case and is not applicable. That was not an action against the trustee to make him personally liable, though, certainly, the question of his personal liability did arise. But the contract there was a mere mercantile executory contract, and was not a lease at all. There being such a contract between the bankrupt and the applicant in that case, the trustee had, for a time, fulfilled the obligations of the bankrupt, but after a time he ceased to fulfil them. There was, therefore, a non-fulfilment of

that contract as regarded the applicant, and the question was raised whether the trustee could be personally liable for that non-fulfilment. It was said he could not, in any circumstances, be personally liable for non-performance of such a contract made with the bankrupt. I take the ground of the decision on that point to be that, whether the contract vested in him or not, and whether he took to it or not, in taking to it as trustee *he could only take to it as assignee of the contract*, but that an assignee cannot be personally sued, in his own name, by the original party to the contract, because there is no privity of contract. But, as was pointed out, the assignee of a lease is personally liable to an action for rent *because no privity of contract is required, but he is liable by reason of privity of estate.* . . . It was said the court was bound by the case of *Ex parte Dressler, In re Solomon*; that was a mere *argumentum ad hominem* addressed to certain members here. It was said the court had there relied upon affirmative acts of the trustee as showing acceptance. Well, it is true, I admit, that in stating the facts of that case for the purposes of that decision I did state such facts, but if there are facts in a case which are *a fortiori*, judges usually state them because they make the case more clear. *But relying on the facts in that case does not seem to me to show that the judges thought the non-existence of those facts would have altered the decision*, and I am of opinion there is nothing in that judgment to make the present interpretation of section 17 inconsistent with it." Cotton, L.J., said: "As to *Ex parte Davis, In re Sneezum*, all that it decides is that sections 23 and 24, connected with section 25, sub-section 2, enabling the trustee to carry on the business of the bankrupt, did not amount to a statutory enactment that the trustee should be liable upon the contract. Mellish, L.J., says with reference to section 25, sub-section 2: 'Are those words sufficient to make the trustee personally liable for any damages the other party to the contract may have sustained by reason of the trustee throwing up a contract of the bankrupt after he had carried it on for a time, and after he had neglected to disclaim it, or are they sufficient to make the trustee liable to pay out of the estate the full amount of the damages occasioned by the breach? In my opinion those words are wholly insufficient for that purpose.' There the trustee had not disclaimed, and the question was whether the estate, or the trustee to the extent of the estate, or the trustee himself, was liable for damages. If he had been assignee independently of statutory enactment, neither he nor the estate would be liable. The only decision was, not whether that act would make a difference as to leaseholds, but whether there was anything to alter the law as to the liability of an assignee of a contract. They said there was not, and the liability was left as before; *so here, I say, the assignee of a lease is left in the same position as before the Act of* 1869. As to *Ex parte Dressler, In re Solomon*, I agree with Brett, L.J. There the trustee had taken actual possession, and no doubt that was an acceptance of a lease, *and he was the assignee of the lease*, whether or not, under the Act of 1869, it was necessary there should be acceptance. Therefore the judges said he had taken possession, and therefore was personally liable." The concluding portion of the same judge's judgment is also important in the view of the case which we propose to discuss. He proceeds: "I am of opinion he is not liable for any rent due before the time when *he became assignee*. He is liable because the statute makes him assignee, and, therefore, *the ordinary liability of an assignee applies*. The Act vests in him at the date of his appointment something which would not vest in an ordinary assignee by a conveyance—*i.e.*, all the property vested in the bankrupt at the commencement of the bankruptcy. He is not in the position of an ordinary assignee with regard to property dealt with by the bankrupt between the bankruptcy and the appointment of trustee; *his liability is the liability of an assignee resulting from his possession in consequence of this statutory transfer.*"

As to the remarks of Brett, L.J., upon the case of *Ex parte Dressler, In re Solomon*, we would only observe that it is unfortunate that judges should lay stress upon facts which, after all, turn out to be of no importance to the case. To a reader of that case it might certainly appear that the election by the trustee to accept the lease was the ground of the decision, and that inasmuch as the old law as to election applied to charge a trustee who had elected with liability upon the covenants, by implication the same law would still exist to relieve from liability a trustee who had not so elected.

The law as to the personal liability of a trustee who neglects to disclaim an onerous lease, upon the covenants of such lease, as now definitely laid down by the Court of Appeal, must occasion considerable anxiety to trustees who find themselves placed in such a position. On the one hand, if they are too precipitate they may throw away a valuable asset by disclaiming, and, on the other hand, they may find themselves fixed with a personal liability to an almost indefinite amount, with no estate out of which to indemnify themselves. What then are they to do in such a case? It is only natural that trustees should prefer sacrificing part of the estate to running the risk of such responsibility. The decision may have a very detrimental effect upon the administration of bankrupts' estates in the future, so that in any amendment of the law of bankruptcy the point should not be lost sight of. But the question now naturally arises, Has a trustee, placed in the position of the defendant in the case we are discussing, any means whatever of escaping from further liability under the lease?

The first point to consider is that the trustee is only an assignee (by operation of law it is true, but still only an assignee) of leaseholds. His liability, therefore, arises, as was said by Brett, L.J., by reason of the *privity of estate* between him and the lessor. This can only be in respect of such covenants *as run with the land*. He will not, therefore (independently of the doctrine of notice), be liable upon covenants which do not run with the land, as, for instance, to do some act upon premises not comprised in the lease. That would clearly come within the decision in *Ex parte Davis, In re Sneezum*, and be the subject of proof upon the bankrupt's estate only. If then he is only liable as an assignee upon such covenants as run with the land, by assigning the lease to another his liability would cease as to any future breach of the covenants, and he would not be personally liable for rent becoming due after the assignment. Then if the trustee can succeed in inducing anyone to accept an assignment of the lease upon any terms, he will escape future liability. This course was, we believe, frequently adopted under the old Act, after a creditors' assignee had taken to a lease and then discovered it to be onerous. Is there anything in the present Act to prevent the same course being followed? Cotton, L.J., says that "the assignee of a lease is left in the same position as before the Act of 1869," so we presume that whatever course was open for a creditors' assignee to adopt to get rid of leaseholds under the former law is still open to trustees under the present Act.

One other course may be followed under the Act—namely, to remove the trustee from his office and appoint a successor. The words of section 83, sub-section 6, appear to be quite as comprehensive as those used in section 17 upon which the Court of Appeal based its decision. The words of section 17 are, "Until a trustee is appointed the registrar shall be the trustee for the purposes of this Act, and, immediately upon the order of adjudication being made, the property of the bankrupt shall vest in the registrar. On the appointment of a trustee the property shall forthwith pass to and vest in the trustee appointed." Sub-section 6 of section 83 is as follows:—"The property of the bankrupt shall pass from trustee to trustee, including under that term the registrar when he fills the office of trustee, and shall vest in the trustee for the time being during his continuance in office, without any conveyance, assignment, or transfer whatever." Upon the appointment of the new trustee, therefore, the lease would become vested in him and he would become liable upon the covenants running with the land, and the former trustee would be relieved therefrom. It has been suggested that the trustee might simply resign his office and allow the registrar to become trustee and deal with the question. But in the case of *Titterton* v. *Cooper* the debtor's affairs were being administered in liquidation and not in bankruptcy, and it is doubtful whether the provisions of the Act as to the registrar becoming trustee in case of a vacancy in the office apply to liquidation.

We understand that the Society of Lincoln's-inn propose to create new sets of chambers on the site of the southern block of the buildings in Chancery-lane formerly occupied as Chancery offices.

REVIEWS.

THE BILLS OF EXCHANGE ACT.

THE BILLS OF EXCHANGE ACT, 1882, WITH EXPLANATORY NOTES AND INDEX. By M. D. CHALMERS, Barrister-at-Law. Waterlow & Sons, Limited.

The Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), which is an Act to codify the law relating to bills of exchange, cheques, and promissory notes, received the Royal assent and came into operation on the 18th of last month. Mr. Chalmers, who was the draughtsman of the Bill, has lost no time in getting out a little handbook of the Act, designed rather for men of business than for lawyers. In his introduction he says, "A handy edition of the Act, with an index and short explanatory notes of a non-technical character, may, perhaps, be acceptable to merchants, bankers, and others, who will frequently have to consult the Act in the hurry of business. I hope later on to publish a legal treatise on the Act, dealing more completely with the whole law on the subject of negotiable instruments, and comparing the Act with the foreign codes." We have pleasure in commending the present handbook to the public, and we look forward with much interest to the work with which Mr. Chalmers promises to favour the legal profession.

CORRESPONDENCE.

STATUTORY RECONVEYANCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the letter you inserted last week on the efficacy of a statutory re-conveyance where section 29 of the Conveyancing Act does not apply, will you allow me to suggest that the only question is whether the words of the statutory form are in themselves sufficient to pass the legal estate free from the mortgage and to imply the proper covenant? Looking at sections 7, 49, and 51, there can be no doubt that those words are sufficient, being, in fact, with the exception of the expression "statutory," those which would naturally be employed in any re-conveyance since the Act. It is impossible to conceive that the introduction of the shibboleth "statutory" can make the slightest difference.

It is difficult to see why a statutory form of re-conveyance was inserted by the framers of the Act unless it were from a pure love of symmetry.

August 30. CERTUM FACTUS.

GENERAL ORDERS UNDER THE SOLICITORS' REMUNERATION ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A client is purchaser and mortgagor of real estate, and I act also for the mortgagee. I wish to charge according to the above order. Will you, or any of your readers, kindly furnish me with a calculation *in detail*, shewing what my costs should be? To simplify the calculation, the purchase and mortgage money may both be taken at £5,000. There are no "negociations" of any kind to charge for. I may mention that the reason for my letter is a difference of opinion between another solicitor and myself as to whether rule 3 must be read with rule 6 as governing costs in a transaction of the kind. B. D. H.

August 29.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the remarks in your article of last week as to the remuneration scale, is there any legal reason why a solicitor should not, after this year, take up an auctioneer's license? I believe that most of the business of an auctioneer as to the sale of land or house property is now carried to the auctioneers instead of being brought by them to solicitors. Why should not solicitors retain the business? They thoroughly understand it and could probably do the clients as much service as the auctioneer can. A SOLICITOR.

London, August 30.

[We propose to discuss both these letters in an article next week.—ED. *S. J.*]

"LAND OF ANY TENURE."

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is "part of the alphabet of the law," to use your own phrase (p. 575), that "the most familiar instance of *a tenure* is given by a common lease of a house or land for a term of years" (Williams on Real Property, "of the tenure of an estate in fee simple"). To justify excluding leaseholds for years from this class of tenures, you have to rely on feudal principles which are confessedly obsolete, anomalous, and unsuited to the practice of modern times; and the question is how long the inconvenient distinction is to be kept up. The Conveyancing Act essays, at all events, to treat leaseholds for years as comprehended under the definition "land of any tenure"; and to my mind there is a significant justification for its doing so in the fact that any practical reason for the distinction reaches its vanishing point in the section which enacts that a long term is potentially a fee simple. H.

Aug. 8.

[Our correspondent will see by the letter from Mr. A. J. Wood, which appeared in our number of the 19th inst., that the latter gentleman, who is, without doubt, one of the ablest defenders that the Act could find, lends no countenance to "H.'s" views about tenure, but prefers to drop out that word from the Act as mere amplification. We do not think it worth while further to discuss the precise import and applicability of such phrases as "leasehold tenure," &c., and will merely point out to our correspondent that, in the passage which he cites from Mr. Joshua Williams, that learned writer seems, by a slip of the pen, to use the word "tenure" instead of the word "tenancy."—ED. *S. J.*]

[*To the Editor of the Solicitors' Journal.*]

Sir,—The case of *Paul* v. *Paul* (51 L. J. Ch. 5) discloses a very unsatisfactory state of judge-made law on the important question of declarations of trust or limitations in favour of the next of kin of one of the settlors contained in marriage settlements.

The judgment of Fry, J., is just the reverse of that of Malins, V.C., in the same case, that of the last-named judge being reported in 50 L. J. Ch. 14, L. R. 15 Ch. D. 580. Each judge seems equally positive as to the correctness of his decision, and expresses surprise there can be two opinions on the matter. The case, as before Fry, J., is stated thus in the margin:—

"By a marriage settlement, personal property belonging to the wife was settled (subject to the life interest of the husband and wife), in the event of there being no children, if the wife should die in the lifetime of the husband, in trust for such persons as she should by will appoint, and, in default of appointment, for her next of kin according to the statute, and if the husband should die in the lifetime of the wife, for her absolutely. There were no children of the marriage and no possibility of any. Upon a petition by the wife asking for the division of the settled property in certain proportions between herself and her husband,—Held, that by the marriage settlement a complete and irrevocable declaration of trust had been made in favour of the next of kin, and application refused." In the last sentence, if you substitute the following, you have the judgment of Malins, V.C.: "Held, that the corpus of the fund might be applied in payment of the debts of the wife, the next of kin being mere volunteers and not within the marriage consideration." The learned judge goes so far as to say that "the objection raised by the trustees is wholly unsustainable."

These contradictory decisions will, I imagine, fetter and embarrass trustees, and impose on solicitors a serious responsibility in advising their trustee clients. For my own part, I think common sense and expediency are with Malins, V.C., as I cannot see the reason why the lady should be fettered by a limitation to an unknown and unascertained class from doing what she likes with her own property, when the object for which the settlement was made—the provision for the children—cannot be carried out, and when she can defeat the claim of the next of kin by an appointment by will. Surely the life interest in her own property, coupled with such a power, should make her mistress of the fund, subject, of course, to the life interest of the husband. I am not aware if the case is under appeal, but it is very desirable that the law should be placed on a more definite and satisfactory footing.

Cheltenham, August 30. ROBERT WHEELER.

[The decision of *Fry, J.*, was appealed from, and the appeal dismissed, on the 15th of July, 1882. The case is noted in the *Weekly Notes* of July 29.—ED. *S. J.*]

CASES OF THE WEEK.

BEFORE THE VACATION JUDGE.

PRACTICE—WINDING-UP PETITION—STATUTORY AFFIDAVIT IN SUPPORT—EXHIBIT OF COPY OF PETITION—AFFIDAVIT FILED AFTER FOUR DAYS—ENLARGEMENT OF TIME TO FILE—COMPANIES ACT, 1862—GENERAL ORDERS, R. 4.—In the case of *In re The Bellevue Freehold Land Society*, before North, J., sitting as Vacation Judge on Friday, the 25th ult., an order having been made on the preceding Wednesday to wind up the society, it afterwards appeared that a copy only of the winding-up petition had been made an exhibit to the statutory affidavit filed in support of the petition, but that a new affidavit had been filed more than four days since the presentation of the petition, making the petition itself an exhibit. NORTH, J., gave leave for an extension

of time in which to file the statutory affidavit.—SOLICITORS, *Hicken & Graham; Cattarns, John, & Hughes, for Younge, Wilson, & Co.*, Sheffield.

PRACTICE—RECEIVER—INTESTACY—ADMINISTRATION—CREDITOR'S ACTION—APPOINTMENT OF RECEIVER AND MANAGER BEFORE GRANT OF ADMINISTRATION.—In the case of *In re Baker (deceased), Giddings* v. *Baker*, also before North, J., on the 25th ult., an *ex parte* motion was made in a creditor's administration action for the appointment of a receiver and manager of the estate of the deceased, who had died intestate and insolvent. It appeared that the intestate, who was carrying on the business of a publican, had died very recently and that letters of administration had not as yet been taken out. The case of *Blackett* v. *Blackett* (19 W. R. 559) was cited, where Stuart, V.C., under similar circumstances, had made an order like that now asked for. NORTH, J., after referring to the case cited, made the order.—SOLICITOR, *Kingsford*, for *Marshall*, Devizes.

PRACTICE—TRUSTEE AND CESTUI QUE TRUST—PURCHASE BY TRUSTEE—PURCHASE BY WIFE OF TRUSTEE—LIBERTY TO PURCHASE—ORDER MADE ON MOTION BEFORE DECREE.—In the case of *In re Mackness (deceased), Mackness* v. *Mackness*, also before North, J., on the 25th ult., a writ having been issued by the plaintiff, an infant legatee suing by her next friend, against the trustees and executors of the testator's will for the administration of his estate, a motion was made that the defendants might be at liberty to sell part of the testator's estate consisting of leasehold houses to the wife of one of the defendants at the price of £600, to be paid out of moneys to which she was entitled for her separate use. The testator by his will, after appointing his widow and two other persons his trustees and executors, devised and bequeathed all his real and personal property to his trustees upon trusts for sale in any manner and at any time they should think fit, and investment and conversion and directed them to pay the income of his estate to his widow for life, and after her death to divide the *corpus* amongst his five children equally, of whom the plaintiff was the only one who was an infant. The intending purchaser was one of the children entitled under the will, and by the affidavits it appeared that the proposed sale was an advantageous one and approved of by all the beneficiaries who were of age. An objection was taken by the registrar during the hearing of the motion to the effect that the order asked for could not be made before decree (*Farmer* v. *Dean*, 32 Beav. 327, 12 W. R. Ch. Dig. 106). An unreported case before Hall, V.C., was, however, mentioned by the counsel for the plaintiff, where, in an action brought simply for the purpose of obtaining an order like that now asked for, the Vice-Chancellor, after referring to *Farmer* v. *Dean* and also *Campbell* v. *Walker* (5 Ves. 678), made the order before decree upon being satisfied with the affidavits filed in support. NORTH, J., after doubting whether the preferable course would not be to make the order in the form of a judgment, said that the case before Hall, V.C., might be followed.—SOLICITOR, *Henry Tyrrell*.

LIMITED COMPANY—WINDING UP—SHAREHOLDER'S PETITION—COMPANY—JUDGMENT CREDITOR OF THE PETITIONER—COMPANIES ACT, 1862, s. 79.—In the case of *In re The North Western Credit Company (Limited)*, before Day, J., sitting as Vacation Judge, on the 30th ult., a petition for the compulsory winding up of the company was presented by a shareholder holding five £1 shares, not fully paid up. The petitioner alleged that the company had paid dividends out of capital and issued a fraudulent balance-sheet. The petition was opposed by the company, on the ground that there was no case shown which came within the grounds for winding up a limited company set forth in the Companies Act, 1862, s. 79, and it was also stated that the company had recovered judgment against the petitioner for money lent, to the amount of £48 odd, and that the judgment was not satisfied. DAY, J., said that the petitioner should have paid his debt to the company before presenting a petition to wind it up. The petition would be dismissed with costs.

NEW ORDERS, &c.

WINTER ASSIZES ACTS.

The *London Gazette* of August 22 contains a series of Orders in Council in pursuance of the Winter Assizes Acts, 1876 and 1877.

The first order directs that the jurisdiction of the justices and judges of the Central Criminal Court at any session of oyer and terminer or gaol delivery held or continued for the Central Criminal Court District in the months of October, November, or December, 1882, or January, 1883, shall extend to such part of the county of Surrey as is not now included in the Central Criminal Court District, subject to sundry provisions contained in the order.

Other orders constitute the following combined winter assize counties for the next winter assizes:—

No. 1.—Cumberland and Westmoreland—Assizes held at Carlisle.

No. 2.—Northern and Salford Divisions of Lancashire—Assizes at Manchester.

No. 3.—North and East Riding Division and West Riding Division of Yorkshire—Assizes at York.

No. 4.—Lincolnshire, Nottinghamshire, and City of Lincoln—Assizes at Nottingham.

No. 5.—Derbyshire, Leicestershire, and Rutland—Assizes at Leicester.

No. 6.—Northamptonshire, Bedfordshire, and Buckinghamshire—Assizes at Bedford.

No. 7.—Norfolk and Suffolk—Assizes at Norwich.

No. 8.—Huntingdonshire and Cambridgeshire—Assizes at Chesterton.

No. 9.—Hertfordshire, and so much of Essex as is not within the Central Criminal Court District—Assizes at Chelmsford.

No. 10.—Sussex, City of Canterbury, and so much of Kent as is not within the Central Criminal Court District—Assizes at Maidstone.

No. 11.—Oxfordshire and Berkshire—Assizes at Oxford.

No. 12.—Worcestershire, Herefordshire, Monmouthshire, Gloucestershire, and City of Worcester—Assizes at Gloucester.

No. 13.—Shropshire and Staffordshire—Assizes at Stafford.

No. 14.—Hampshire, Wiltshire, and Dorset—Assizes at Winchester.

No. 15.—Devonshire and Cornwall—Assizes at Exeter.

No. 16.—Somerset and City of Bristol—Assizes at Bristol.

No. 17.—Cheshire, Montgomeryshire, Merionethshire, Carnarvonshire, Anglesea, Denbighshire, and Flintshire—Assizes at Chester.

No. 18.—Glamorganshire, Carmarthenshire, Borough of Carmarthen, Pembrokeshire, Town of Haverfordwest, Cardiganshire, Brecknockshire, and Radnorshire—Assizes at Swansea.

No. 19.—Northumberland, and Town of Newcastle-upon-Tyne—Assizes at Newcastle-upon-Tyne.

An Order in Council, dated the 18th of August, contained in the *Gazette* of August 22, provides that from and after the 30th of September, 1882, the County Court of Hampshire, holden at Fordingbridge, shall be holden at Ringwood as well as at Fordingbridge; and that the County Court of Cumberland, holden at Cockermouth, shall be holden at Workington as well as at Cockermouth.

LEGAL APPOINTMENTS.

Mr. JOHN ROMILLY, barrister, has been appointed Secretary to the Royal Commission on Historical Manuscripts. Mr. Romilly was called to the bar at Gray's-inn in Michaelmas Term, 1865. He is secretary of causes to the Master of the Rolls.

Mr. FRANCIS HENRY CANDY, solicitor, of Southampton, has been appointed Clerk to the County Magistrates for the Hythe Division. Mr. Candy was admitted a solicitor in 1871.

Mr. EDWARD JAMES BRUTTON, solicitor, of Exeter and Ottery St. Mary, has been appointed Clerk to the Ottery Local Board, and to the Feoffees of the Parish Charities of Ottery St Mary. Both offices were held by the late Mr. Albert Edwards.

Messrs. NEWTON & DOWN, of High-street, Lewisham, have been appointed Solicitors to the Guardians of the Poor for the Parish of Lewisham; and Mr. NEWTON, of the same firm, has been elected Clerk to the Lewisham Vestry.

DISSOLUTIONS OF PARTNERSHIPS.

EDWARD BURGES, WILLIAM EDWARD LAWRENCE, and WALTER JOSEPH RUSCOMBE POOLE, solicitors (Burges, Lawrence, & Poole), Stephen-street, Bristol. Aug. 11.

GEORGE LONGLEY LEPPER and JOHN LAKE BLAXLAND, solicitors, 72, Mark-lane, London. Aug. 18. All debts due and owing to or by the said partnership will be received and paid by George Longley Lepper.

FRANKLIN WILLIAM TONKIN and FRED BURFORD, solicitors, Albion-chambers, Bristol, and Chipping Sodbury. Aug. 16. All debts owing to and by the firm will be received and paid by the said Franklin William Tonkin, by whom the practice will in future be carried on.

[*Gazette*, Aug. 25.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAKEMORE BRICKWORKS AND COLLIERY COMPANY, LIMITED.—By an order made by North, J., dated Aug 16, it was ordered that the company be wound up. Rogers and Chave, Queen Victoria st, solicitors for the petitioner

CARTA PARA GOLD MINING COMPANY, LIMITED.—By an order made by North, J., dated Aug 16, it was ordered that the company be wound up. Kimber, Walbrook; Beall and Co, Queen Victoria st, solicitors for the petitioners

CENTRAL WYNAAD GOLD MINING COMPANY, LIMITED.—By an order made by the Vacation Judge, dated Aug 16, it was ordered that the company be wound up. Snell and George st, Mansion House, solicitors for the petitioners

NORTH-WESTERN CREDIT COMPANY, LIMITED.—Petition for winding up, presented Aug 16, directed to be heard before Chitty, J., on Wednesday, Aug 30, at the court of Hall, V.C. Lee, Bow st, Covent garden

PURE BEVERAGE COMPANY, LIMITED.—By an order made by North, J., dated Aug 16, it was ordered that the company be wound up. Norton, Queen st, Cheapside, solicitor for the petitioners

[*Gazette*, Aug. 25.]

STANNARIES OF DEVON.

LIMITED IN CHANCERY.

SOUTH WHEAL CREBOR, LIMITED.—Petition for winding up, presented Aug 19, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Wednesday, Aug 30, at 12.30. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the registrar's office, Truro, on or before Aug 28, and notice thereof must, at the same time, be given to the petitioner, his solicitor, or his agent. Hodge and Co., Truro, agents for Gregory, Bishopsgate st Within, petitioner's solicitor

[*Gazette*, Aug. 25.]

FRIENDLY SOCIETIES DISSOLVED.

KIDSGROVE FEMALE FRIENDLY SOCIETY, Kidsgrove, Stafford. Aug 23

[*Gazette*, Aug. 25.]

LEGAL NEWS.

Kemp's Mercantile Gazette states that the number of failures in England and Wales gazetted during the week ending Saturday, August 26, was 157. The number in the corresponding week of last year was 204, showing a decrease of 47, being a net decrease in 1882, to date, of 658. The number in the corresponding week of 1880 was 205. The numbers for the United Kingdom were 172 in 1882, 224 in 1881, and 224 in 1880. We hope it is of good omen that no failures of farmers are recorded last week, whereas there were nine in the corresponding week of 1881. The number of bills of sale published in England and Wales for the week ending August 26 was 895. The number in the corresponding week of last year was 957, showing a decrease of 62, being a net decrease in 1882, to date, of 1,124.

The Vice-Warden of the Stannaries Court recently (July 31, 1882) gave judgment upon an application in the matter of *The Walkham United Mines*. The applicant had presented a petition in the High Court for winding up the company, and another creditor's petition being before the Stannaries Court, the present application was for a certificate in favour of winding up company as an ordinary company by the High Court. The applicant appears to have contended that the mine had not been actually carried on by the company, but that the works done (alleged to have been at an outlay of £2,000) had been merely for exploration; and also that a winding up in London would be more convenient. The judge, in dismissing the application, said that he regarded the precedent sought to be established as a most objectionable one. The Legislature intended that the Court of the Stannaries should be the tribunal for companies working mines in Cornwall. It was said the mines had not been in operation except for purposes of exploration, though that was not consistent with £2,000 having been spent there. To open the door to considerations of this kind as to what was exploration and what was mining would open the door to continual and wasteful controversy. Those who were anxious to have a company wound up in the High Court would always find out that unsuccessful workings were only "explorations." He doubted if £2,000 had been spent on the mine, but the creditors in London might very probably prefer the Stannaries Court as a cheaper tribunal. Unpaid calls formed the greater part of the assets, it was stated, but the collection of these calls could be carried on as well from Truro as from London.

SALE OF ENSUING WEEK.

Sept. 5.—Mr. DAVID BURNETT, at the Mart, at 2 p.m., Leasehold Estate (see advertisement, Aug. 26, p. 4).

LONDON GAZETTES.

Bankrupts.

FRIDAY, Aug. 25, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Harris, Nathan, Kennington rd, Jeweller. Pet Aug 23. Brougham. Sept 6 at 11

Stevens, William Henry, Commercial rd, Draper. Pet Aug 22. Popys. Sept 7 at 11

To Surrender in the Country.

Jones, Samuel, Cradley, Worcester, Commission Agent. Pet Aug 18. Collis. Stourbridge, Sept 8 at 11

Pagani, Louis, Brighton, Restaurant Proprietor. Pet Aug 22. Jones. Brighton, Sept 5 at 11

Raly, William, Downham ter, Blenheim rd, Wood Green, Builder. Pet Aug 15. Gough. Edmonton, Sept 7 at 12

Sansome, Benjamin William, Salford, Provision Dealer. Pet Aug 23. Hulton. Salford, Sept 13 at 11

TUESDAY, Aug. 29, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

James, Reginald Haweis, Union ct, Old Broad st. Pet Aug 26. Brougham. Sept 13 at 11

Reed, John Foster, York pl, Portman sq, Barrister-at-Law. Pet Aug 24. Brougham. Sept 28 at 11

To Surrender in the Country.

Bailey, Walter, Fareham, Hants, Licensed Victualler. Pet Aug 24. Renny. Portsmouth, Sept 21 at 12

Brown, William, Frithville, Lincoln, Farmer. Pet Aug 23. Staniland. Boston, Sept 8 at 12

Kirby, Luke Hall, Sale, Chester, Commercial Traveller. Pet Aug 24. Lister. Manchester, Sept 11 at 1.30

Ling, Tom Theophilus, Scarborough, Hotel Proprietor. Pet Aug 19. Woodall. Scarborough, Sept 11 at 3

Wilkie, Ebenezer, Liverpool, Manager of a Tobacco Factory. Pet Aug 24. Cooper. Liverpool, Sept 11 at 11.30

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 25, 1882.

Henry, Old Kent rd, Miller. Aug 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 25, 1882.

Adams, Edward John, Newport st, Lambeth walk, Wheelwright' Sept 14 at 3 at office of Lloyd, London wall

Ainsworth, Benjamin, Bolton, Provision Dealer. Sept 6 at 3 at office of Richardson, Wood st, Bolton

Atherton, Samuel, Manchester, Hotel Keeper. Sept 11 at 3 at office of Edmondson, John Dalton st, Manchester

Barker, Robert, Manchester, Music Dealer. Sept 15 at 3 at office of Cobbett and Co, Brown st, Manchester

Barnard, Moses, Willenhall, Stafford, Grocer. Sept 8 at 11 at office of Baker, Market pl, Willenhall

Body, John, Leyton, Builder. Sept 7 at 12 at office of Ellen, Chancery lane

Brown, Isaac, West Hallam, Derby, Builder. Sept 9 (not 7 as previously advertised) at 3 at office of Fraser, St John's chmbrs, Bridlesmith gate, Nottingham

Burrow, Francis, Redruth, Outfitter. Sept 12 at 11.30 at office of Paige and Co, West End, Redruth

Chapman, Adam, Patricroft, Lancaster, Grocer. Sept 6 at 3 at office of Gardner, Cooper st, Manchester

Chatterton, Percy, Elgin chmbrs, Ironmonger lane, Physician. Sept 4 at 12 at Inns of Court Hotel, Holborn. Bartlett, Bedford st, Covent Garden

Clark, Andrew Grahame, Croydon, Wholesale Bedding Manufacturer. Sept 5 at 3 at office of Young, North End, Croydon

Cottrell, Charles, Nottingham, Railway Clerk. Sept 15 at 3 at office of Truman, Poultry arcade, Nottingham

Cox, William, Eastcote, nr Pinner, Carpenter. Sept 11 at 3 at George Inn, Uxbridge. Philp, Hayes

Crocker, Robert Field, Chertsey, Butcher. Sept 7 at 1 at Sun Hotel, Kingston. Newman, Reading

Dwyer, Edward Michael, Manchester, Egg Dealer. Sept 11 at 3 at office of Chew, Swan st, Manchester

Eccleston, Robert, Preston, Lancaster, Carver. Sept 11 at 3 at office of Cooper, Lune st, Preston

Elphick, Edward, Duke st, Grosvenor sq, Hosier. Sept 4 at 10 at 200, High Holborn. Fisher, Finsbury pavement

Firth, John, Halifax, Wine Merchant. Sept 7 at 3 at George Hotel, Brighouse, Halifax. Brannfield, Huddersfield

Goldsmith, Thomas, Bristol, Licensed Victualler. Sept 4 at 2 at office of Clifton and Carter, Broad st, Bristol

Griffith, Charles John, Essex rd, Islington, Oilman. Sept 4 at 3 at office of Cooper and Co, Lincoln's inn fields

Gunning, Patrick, Newcastle under Lyme, Stafford, Baker. Sept 4 at 11 at office of Griffith, Ironmarket, Newcastle under Lyme

Haimes, Francis, Tue Brook, nr Liverpool, Grocer. Sept 7 at 3 at office of Jackson, Dale st, Liverpool. Massey and Co, Liverpool

Hand, George, Menai Bridge, Anglesey, Grocer. Sept 8 at 11 at office of Hughes and Pritchard, Bangor

Hawley, George, Rawmarsh, York, Earthenware Manufacturer. Sept 6 at 11 at office of Willis, Bank chbrs, Wellgate, Rotherham

Heirons, William, Vining st, Brixton, out of business. Sept 1 at 12 at office of Bilton, Renfrew rd, Kennington lane, Lambeth

Inwood, Henry, Edgware rd, Builder. Sept 18 at 2 at office of Wright and Pilley, Bedford row

Jackson, James, Stalybridge, Chester, Bobbin and Skewer Manufacturer. Sept 7 at 3 at Pitt and Nelson Hotel, Ashton under Lyne. Jackson, Ashton under Lyne

Jackson, John Myers, Leeds, Butcher. Sept 7 at 3 at office of Harland, South Parad Leeds

Jones, John John, Llanberis, Carnarvon, Grocer. Sept 9 at 1 at office of Tomkinson, Market st, Carnarvon

Joseph, Thomas, Fenchurch st, Colliery Proprietor. Sept 21 at 3 at Royal Hotel, St Mary st, Cardiff. Webster and Styring, Sheffield

King, Job, and George Otley, Lewisham, Auctioneers. Sept 14 at 3 at Cambridge house, High rd, Lee. Tucker, Lee

Little, Archibald John, and Robert William Little, Shanghai, China, Merchants. Oct 23 at 3 at office of Wainewright, Balfour bldgs, Shanghai

Little, John, Killingworth, Northumberland, Licensed Victualler. Sept 7 at 2 at office of Joel, Newgate st, Newcastle upon Tyne

Lloyd, Edward, Llantyailio, Denbigh, Sheep Salesman. Sept 11 at 12.30 at Eagle's Hotel, Bridge st, Llangollen. Jones, Wrexham

Lowe, William, Leek, Wine and Spirit Merchant. Sept 7 at 2 at Derby st, Leek. Challinor and Co

May, Charles, Bath, Butcher. Sept 9 at 12 at offices of Wilton, Westgate bldgs, Bath

McDowell, Henry, Commercial rd, Fruiterer. Sept 8 at 1 at office of Dobson, Minories

Morrison, James, jun, North Bierley, York, Worsted Manufacturer. Sept 4 at 11 at office of Hutchinson, Piccadilly chbrs, Piccadilly, Bradford

Northway, Charles, Torquay, Devon, Glass and China Dealer. Sept 9 at 12.30 at Grand Hotel, Bristol. Creed, Newton Abbot

Oakly, Benjamin, Smethwick, Stafford, Grocer. Sept 6 at 11 at office of Stokes, Temple st, Birmingham

Palframan, Thomas, Dewsbury, Painter. Sept 8 at 10 at office of Shaw, Bond st, Dewsbury

Pinch, Edwin Felix, Bath, Engraver. Sept 7 at 11 at Wood st, Bath. Moger

Plant, William, Cheadle, Stafford, Licensed Victualler. Sept 5 at 11 at office of Welch, Caroline st, Longton

Proctor, Frederick, Bournemouth, Hants, Lodging House Keeper. Sept 7 at 11 at Pembroke Hotel, Bournemouth. Basil and Co

Richards, George, Victoria pk sq, Boot Manufacturer. Sept 7 at 3 at office of Davis, Moorgate st

Richards, Robert, Chatteris, Cambridge, Furnishing Ironmonger. Sept 7 at 3 at office of Margetts, Chatteris

Roberts, William, Portmadoc, Carnarvon, Grocer. Sept 11 at 1 at Commercial Hotel, Portmadoc. Jones and Jones, Portmadoc

Rowe, Charles Courtney, Fulham rd, Jeweller. Sept 12 at 3 at Guildhall Tavern, Gresham st. Marsland, St Swithin's lane

Ruckert, George, Market bldgs, Mincing lane, East India Merchant. Nov 16 at office of Cooper and Co, George st, Mansion House, in lieu of the day originally named

Savidge, William Mason, Corby, Lincoln, Chemist. Sept 8 at 12 at George Hotel, Grantham. Cockayne, Nottingham

Smith, Henry, Rochdale, Lancaster, Traveller. Sept 6 at 3 at office of Worth, Lower Gates, Rochdale

Sutton, William, St John st, Clerkenwell, Printer. Aug 31 at 3 at office of Weall, Bell yard, Doctor's Commons

Taylor, Arthur, Porchester rd, Bayswater, Watchmaker. Sept 8 at 12 at office of Sampson, Marylebone rd

Taylor, William, Salford, Lancaster, Grocer. Sept 14 at 3 at office of Cobbett and Co, Brown st, Manchester

Thomas, John, Ilfracombe, Devon, Carriage Builder. Sept 1 at 12 at office of Bencraft, Bridge chmbrs, Barnstaple

Vickers, John, Bolton, Lancaster, Milliner. Sept 15 at 3 at Public Sale Rooms, Bowker's row, Bolton. Finney, Bolton

Warrington, George Henry, Liverpool, Tea Merchant. Sept 6 at 3 at office of Quilliam and Co, Elliot st, Liverpool

Waterhouse, Edward, Halesowen, Worcester, Tobacconist. Sept 7 at 11 at Queen's Hotel, Birmingham. Shakespeare, Oldbury

Wickes, Thomas, Northampton, Boot and Shoe Manufacturer. Sept 9 at 3.30 at office of Becke, Derngate, Northampton

Williams, Thomas Middleton, Manchester, Furniture Dealer. Sept 8 at 3 at office of Garthwaite, Brasennose st, Manchester

Winfield, John, jun, Hanley, Stafford, Beerseller. Sept 7 at 10 at office of Ashmall, Albion st

Winstanley, Thomas, Wigan, Lancaster, Brass Founder. Sept 6 at 11 at office of Wilson, King st, Wigan

Wragg, Michael Gifford, Walworth rd, Grocer. Sept 12 at 2 at 83, Gresham st. Tilling, Devonshire chmbrs, Bishopsgate

Wright, William, Pendlebury, Lancaster, Licensed Victualler. Sept 8 at 12 at office of Preston and Young, Townhall chmbrs, King st, Manchester

TUESDAY, Aug. 29, 1882.

Adams, Thomas William, Birkenhead, Chester, Brassfounder. Sept 11 at 11 at offices of Bleakley and Downham, Hamilton sq, Birkenhead

Allan, William, Appleby, Westmoreland, Retired Butcher. Sept 16 at 2 at offices of Heelis, Appleby

Allard, Henry, Birmingham, Furniture Dealer. Sept 8 at 3 at offices of Jaques, Temple row, Birmingham
Ash, Thomas Nevett, Wolverhampton, Stafford, Pastrycook. Sept 13 at 12 at offices of Stanley, Washington bldgs, Queen st, Wolverhampton
Baker, Daniel, and Eliza Round, Brierley Hill, Stafford, Dealers in Fancy Goods. Sept 14 at 1 at Queen's Hotel, Birmingham. Shakespeare, Oldbury
Ballard, James, Ebbw Vale, Monmouth, Grocer. Sept 11 at 12 at offices of Dauncey, Commercial st, Newport
Birchenall, Edwin, Macclesfield, Chester, Milliner. Sept 14 at 11 at offices of Parrott, Church Side, Macclesfield
Brewster, Charles Matthew, Blackburn, Furniture Dealer. Sept 11 at 3 at Grosvenor Hotel, Deansgate, Manchester. Clarke, Preston
Brooks, Frederick, Leeds, Bricklayer. Sept 8 at 3 at offices of Saville, East parade, Leeds
Brown, George, Hastings, Sussex, Builder's Merchant. Sept 9 at 11 at Guildhall Tavern, Gresham st. Mann, Hastings
Bushall, James, Walton-on-the-Hill, Lancaster, out of business. Sept 11 at 2 at offices of Norris, Union ct, Castle st, Liverpool
Chrispin, William, Ossett, near Dewsbury, York, Chemist. Sept 8 at 3 at offices of Welsh, Queen st, Huddersfield
Davies, David, Llandebie, Carmarthen, Timber Merchant. Sept 13 at 12.30 at Dynevor Arms Hotel, Pantyffynon. Bishop and Childs, Llandilo
Dyson, Benjamin, Dewsbury, Boot and Shoe Manufacturer. Sept 11 at 3 at offices of Simpson and Burrell, Albion st, Leeds
Ehrenfest, Jennet, Platifield House, Putney. Sept 11 at 12 at offices of Seeley, High Holborn
Evans, Griffith, St David's, Pembroke, Grocer. Sept 7 at 11 at offices of Jones, Victoria pl, Haverfordwest
Francis, Richard, Aberystwith, Cardigan, Retired Master Mariner. Sept 7 at 11 at offices of Jones and Co, Gt Darkgate st, Aberystwith
Fuhr, Heinrich Carl, Mortlake, Surrey, Publican. Sept 13 at 12 at offices of Hindson and Co, Moorgate st
Galen, Michael, Fish st Hill, Restaurant Proprietor. Sept 5 at 3 at offices of Mitchell, Thanet pl, Strand. Harrison, Pancras lane, Queen st
Gooderham, William, Monewden, Suffolk, Farmer. Sept 16 at 2 at Crown and Anchor Hotel, Framlingham. Mills, Ipswich
Greaves, John Frederick, and Thomas Fidoe, Kidderminster, Worcester, Rug Makers. Sept 8 at 3 at Black Horse Hotel, Mill st, Kidderminster. Miller and Corbet, Kidderminster
Handforth, David, Manchester, Bacon Factor. Sept 12 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester
Harling, William, jun., Colyton, Devon, Butcher. Sept 13 at 3 at Colcombe Castle Hotel, Colyton. Wilton, Colyton
Heare, John, Heckmondwike, York, Poultry Salesman. Sept 11 at 11 at Scarborough Hotel, Market pl, Dewsbury. Haigh
Hill, John Ebenezer, Oldswinford, Worcester, Iron-plate Worker. Sept 13 at 3 at office of Waldron, High st, Brierley Hill
Hilton, Francis Ogden, Bolton, Lancaster, Licensed Victualler. Sept 13 at 3 at office of Ramwell and Co, Mawdsley st, Bolton
Hitchman, Martha Ann, Tunbridge Wells, Kent, Coal Merchant. Sept 12 at 12 at 68, Aldermanbury. Cripps, Tunbridge Wells
Ironmonger, John Charles, Stratford, Essex, Carriage Driver. Sept 7 at 12.30 at 49, Bromley st, Commercial rd, East. Newson, White Horse lane, Stepney
Joel, Lewis, and Gustave Deal, Coventry, Watch Makers. Sept 11 at 1 at Gt Western Hotel, Birmingham. Hodgson, Birmingham
Jones, William Tucker, Saracen's Head Hotel, Snow Hill, Commission Agent. Sept 11 at 11 at office of Innes and Co, Billiter House, Billiter st
Kench, Ben John, Charlbury, Oxford, Draper. Sept 8 at 2 at White Hart Hotel, Charlbury. Rawlinson, Chipping Norton
Kyle, Robert John, Liverpool, Grocer. Sept 11 at 3 at office of Wilkinson, Victoria st, Liverpool
Lamberg, Sven Robert, East India avenue, Merchant. Sept 14 at 2 at office of James and Edwards, Coleman st. Reep and Co, Queen st pl, Cannon st
Lee, George, Clay Cross, Derby, Innkeeper. Sept 6 at 11 at office of Jones and Middleton, Gluman gate, Chesterfield
Lees, Robert, Nottingham, Box Maker. Sept 14 at 12 at office of Brittle, St Peter's chbrs, St Peter's gate, Nottingham
Lockyer, George Francis, Bournemouth, Hants, Plumber. Sept 12 at 1.30 at 369, High Holborn. Sharp, Christchurch
McCrerie, Alexander, Frithville grdns, Shepherd's Bush, Wood Turner. Sept 13 at 3 at office of Pain, Marylebone rd
Maslin, George Albert, Bridgnorth, Salop, Painter. Sept 13 at 12.30 at office of Haslewood, Bank st, Bridgnorth
Matthews, Robert, Lambeth walk, Lambeth, Oilman. Sept 9 at 3 at Guildhall Tavern, Gresham st
Mearns, Walter Barron Robert, Chipping Norton, Oxford, Brewer. Sept 13 at 11 at Crown Hotel, Chipping Norton
Miles, Alexander, Maxilla gardens, Notting hill, Traveller. Sept 18 at 2 at offices of Ward, Lincoln's inn fields
Mizon, George, The Grove, Hackney, Licensed Victualler. Sept 7 at 3 at the Masons' Hall Tavern, Basinghall st. White, Queen st, Cheapside
Mundy, George Matthias, Tyler st, Regent st, Cabinet Maker. Sept 18 at 4 at offices of Yorke and Wharton, Conduit st, Bond st
Nightingale, Thomas, Birmingham, out of business. Sept 8 at 3 at offices of Fallows, Cherry st, Birmingham
Oliver, George, Liverpool, Pianoforte Manufacturer. Sept 12 at 3 at offices of Seaman, West Derby st, Liverpool
Pennell, Alfred, Liverpool, Bedding Manufacturer. Sept 13 at 3 at offices of Barrell and Co, Lord st, Liverpool
Philcox, Henry Frederick, Featherstone buildings, Holborn, Tailor's Traveller. Sept 9 at 11 at offices of Hunt and Williams, Lombard st
Poulter, William, Plaistow, Essex, Oil and Colour Man. Sept 12 at 3 at the Masons' Hall Tavern, Basinghall st. Martin and Banks, Queen st, Cheapside
Prust, Thomas William, Leeds, Chemist. Sept 13 at 3 at offices of Brooke, East parade, Leeds
Rantzen, Mannas, Bridgwater sq, Furrier. Sept 25 at 3 offices of Cannon, Wool Exchange, Coleman st
Rhodes, Joseph, Calverley, York, out of business. Sept 9 at 10.30 at offices of Cross, Parkinson's chambers, Market st, Bradford
Robinson, William, and Joseph Booth, Bradford, York, Billiard Table Manufacturers. Sept 13 at 3 at the Shoulder of Mutton Inn, Kirkgate, Bradford
Schafer, John, Philpot st, Commercial rd, Stepney, Baker. Sept 13 at 4 at offices of Eves, Mark lane
Sheldon, Joseph, Stockport, Chester, Innkeeper. Sept 4 at 3 at offices of Johnston, Vernon st, Stockport
Sheldon, Ralph, Sidcup, Kent, Fruit Dealer. Sept 19 at 1 at Crescent Farm House, Pound pl, Sidcup. Woodard and Hood, Ingram ct, Fenchurch st
Slater, Arthur Webster, Leeds, Woollen Merchant. Sept 11 at 3 at offices of Turner and Hewson, Park sq, Leeds
Slight, William, and Christopher Boak Sparshott, Berwick-upon-Tweed, Grocers. Sept 8 at 2 at offices of Weatherhead, Palace gr, Berwick-upon-Tweed
Stinton, Henry, Worcester, Boot Manufacturer. Sept 18 at 11 at offices of Allen and Beauchamp, Sansome pl, Worcester
Smith, Frederick Sutherland, Sutton Coldfield, Warwick, Commercial Traveller. Sept 11 at 2 at offices of Marris, Waterloo st, Birmingham. Britton, Alcester
Tandy, Edward, Wolverhampton, Stafford, Labourer. Sept 11 at 11 at offices of Langman, Bilston st, Wolverhampton
Taylor, Ellen, and Mary Taylor, St Helen's, Lancaster, Fruiterers. Sept 13 at 3 at offices of Riley, Hardshaw st, St Helen's
Taylor, Robert, Ormskirk, Lancaster, Builder. Sept 14 at 12 at offices of Opponheim, Hardshaw st, St Helen's
Tidy, James, Horsham, Sussex, Horse and Cattle Dealer. Sept 14 at 2 at office of Medwin and Co, Carfax, Horsham
Tuck, Walter George, Norwich, Confectioner. Sept 8 at 12 at office of Sadd and Linay, Theatre st, Norwich
Valyer, Michael Pierrepoint, Folkestone, Kent, Job Master. Sept 14 at 2 a Rose Hotel, Folkestone. Minter, Folkestone
Wait, John, Wroughton, Swindon, Wiltshire, Builder. Sept 11 at 2 at office of Ware, Shannon ct, Bristol. Fussell and Co, Bristol
Wallraven, James, Old Kent rd, Ship's Steward. Sept 12 at 2 at office of Holmes, King st, Cheapside
Watkinson, William, Chester, Auctioneer. Sept 13 at 11 at office of Walker and Co, Abbey gateway, Northgate st, Chester
Weeks, William Burnham, Tower Hill, Carman. Sept 18 at 2 at Guildhall Tavern, Gresham st. Beard, Basinghall st
Welch, Ralph, Manchester, Accountant. Sept 22 at 3 at office of Payne and Galloway, Brazennose st, Manchester
West, Charles George, Bollo Bridge rd, Timber Merchant. Sept 20 at 12 at Albion Hotel, Aldersgate st. Howard, Southampton bldgs, Chancery lane
Yapp, Louisa Eliza, Aston juxta Birmingham, Warwick, Grocer. Sept 9 at 11 at office of Pointon, Temple row West, Birmingham

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